



Terms of Service

Provision of Removals and Man and Van

WHO WE ARE AND WHAT THIS AGREEMENT DOES

Our Company: We are HM Haus Group Limited t/a Homemove, a company registered in England and Wales with company number 13873779. Our registered office is at 51 Colgate, Norwich, NR3 1DD.

Our Role: We provide a marketplace platform enabling you (the "Customer") to request and book removal or "man and van" services to be provided by third-party removal service providers (the "Providers"). We act as a facilitator, managing bookings and handling payments on behalf of the Providers. We do not directly carry out the removal services.

Your Relationship with Providers: Once we have selected a Provider, your contract for removal services will be directly with that Provider. Although we arrange the Provider's appointment and handle payment, we are not a party to the contract for the actual removal work. This means any claims, disputes, or issues concerning the quality, timing, or conduct of the removal are between you and the Provider.

CONTACT US

If you have questions or concerns about these Terms and Conditions, please contact us at:

- Email: bookings@homemove.com
- Phone: 0333 050 2000

YOUR PRIVACY

Data Handling: We will process your personal data in accordance with our Privacy Policy and Terms of Use, available at <https://homemove.com/terms-of-use/> and <https://homemove.com/privacy-policy/>. You should read these documents carefully.

Data Sharing: We will share the necessary personal data with your designated Provider to enable them to perform the removal services. We may recommend other services, but we will always seek your permission before sharing your details with additional third parties.

Opt-Out: To remove your personal details or opt out of sharing, email us at privacy@homemove.com.

SOME DEFINITIONS

In these terms and conditions, we use the following definitions:

We/us/our: HM Haus Group Limited

You/your: the user.

Fees: The total fees payable by you for the Provider's removal services and any associated charges as outlined in the booking confirmation.

Instruction email: Our email confirmation and acceptance of your booking request, stating key details such as the service date, location, scope of work, and the Fees.

Provider: The independent third-party removal service provider who will carry out the removal or man and van services.

Man and Van: "Man and Van" refers to a smaller-scale transport service typically comprising one or two individuals and a van. This service is commonly used for light removals or small moves, such as transporting a limited number of household items or personal belongings. It generally includes basic loading, transporting, and unloading of goods but does not usually cover additional services like packing, furniture dismantling/reassembly, or appliance disconnection/reconnection unless expressly agreed upon.

Removal (Removals): "Removal" or "Removals" refers to a broader range of relocation services involving the moving of household, personal, or office goods from one property to another. This can encompass a variety of services beyond simple transportation, including packing, providing packing materials, dismantling and reassembling furniture, and loading and unloading items. Removals may be carried out by a team of professionals using one or multiple vehicles and may be scaled up to handle larger or more complex moves than a standard man and van service.

Website: Our website located at <https://homemove.com>.

HOW WE WORK

Nature of Our Service: We do not conduct removals ourselves. We select and introduce you to a suitable Provider from our panel. Providers are independent contractors, not employed by us, and are solely responsible for carrying out the removal services.

Your Request and Our Acceptance:

You will provide required details (e.g., date, addresses, items to be moved, floors, time considerations such as key drop off and storage needs) when requesting a removal service and may be required to pay a deposit to secure a timeslot. We will have estimated the cost based on the size of your items/ house and the vans required for the job. This estimate is subject to change as we work to formalise your quote.

If we accept your request, we will send you a formal quote by email confirming the final price, the Fees, and service details.

We reserve the right to refuse any request, for example, if no suitable Provider is available.

Changes to Services: We may update our service offering from time to time due to changes in law, regulations, or market conditions.

Geographical Coverage: Our Providers generally operate within the United Kingdom, unless stated otherwise.

FEES AND PAYMENT

Payment of Fees: By making a booking request, you agree to pay the Fees associated with the removal services. We will invoice you for these Fees, which must be paid in full two weeks before the Provider commences work. We will then pay the Provider on your behalf.

Deposit: You may be required to pay a deposit of [insert % amount here] of the total Fees at the time of booking. The balance of the Fees will be due two weeks before the scheduled removal date.

Inclusive of VAT: All Fees are inclusive of VAT unless otherwise stated.

Late Payment: Interest will be charged on overdue amounts at the rate of 6% above the Bank of England base rate per day until paid in full.

CHANGES AND CANCELLATIONS

Cooling-Off Period (Consumers Only): If you are a consumer, you have a legal right to cancel your booking within 14 days of paying a deposit. However, if the removal services are completed within this 14-day period, you lose the right to cancel.

How to Cancel Within the Cooling-Off Period:

- To cancel, email bookings@homemove.com.
- If you cancel during the 14-day cooling-off period and no work has commenced, we will refund the Fees paid minus an administration fee of 10% of the booking.
- If the Provider has started work (e.g., arrived on-site or commenced preparations), we may deduct a portion of the Fees to cover work already undertaken. If the removal has been completed, no refund will be due.

Cancellations After the Cooling-Off Period or if Consumer Rights Do Not Apply:

- Notice given more than 14 days before the scheduled removal: 25% of the removal is due.
- Notice given 7-14 days before the scheduled removal: 50% of the Fees charged.
- Notice given less than 7 days before the scheduled removal: 100% of the Fees charged.

Provider-Initiated Cancellations: If the Provider cancels because they do not have the expertise or resources to handle the job, we will first attempt to find an alternative Provider. If none is available, we will refund all Fees paid by you in full.

1. **Misdescribed Property or Items:** If the Provider arrives and the property or goods differ materially from your description, the Provider may cancel or renegotiate the terms. In such a case, we will not refund any Fees paid. Please ensure all items and property are described in as much detail as possible before the day to prevent any issues on the day.

LIMITATION OF LIABILITY

Our Liability: We are not responsible for the performance of the Providers. We do not guarantee the Providers' fitness for purpose, timeliness, quality of service, or their compliance with your instructions. We select and book the Provider only. All liability in connection with the removal services themselves rests with the Provider.

No Liability for Indirect Losses: We will not be liable for any indirect, consequential, or special damages, loss of profits, business interruption, loss of opportunity, or goodwill.

Maximum Liability: Our maximum liability to you under these terms, in aggregate, shall not exceed £10,000.

No Liability for Third-Party Content: We do not warrant or guarantee the accuracy or completeness of any Provider profiles, quotes, or other third-party content. You are responsible for assessing the suitability of the Provider for your specific needs.

No Warranties Beyond Reasonable Care and Skill: We provide our booking and payment facilitation services using reasonable care and skill. We make no other warranties, express or implied.

YOUR RESPONSIBILITIES

Ownership and Permission: You confirm that you own or have the authority to move the items involved.

Preparation of Goods: You must ensure that items are properly packed, secured, and ready for removal. This may include dismantling furniture or disconnecting appliances if necessary, unless otherwise agreed with the Provider.

Permits and Parking: You are responsible for obtaining any necessary permits and covering associated parking or access charges.

Insurance: The Fees do not include insurance coverage for your goods. You are strongly advised to arrange your own insurance. The Provider's liability for loss or damage may be limited and should be assessed by you prior to the move.

Accurate Information: You must provide accurate and complete information about the items to be moved and the properties involved. If the Provider cannot perform the removal due to inaccurate information, cancellation fees may apply.

POSTPONEMENT

Postponement Notice: If you postpone your removal after the cooling-off period has expired, postponement fees may apply. We will agree these fees with you at the time of your request, generally mirroring the cancellation fees set out above.

RIGHT TO WITHHOLD GOODS (LIEN)

1. The Provider may exercise a right to withhold delivery of your goods until all outstanding Fees are paid in full. If you fail to settle such Fees after due notice, the Provider may dispose of the goods to recover costs.

DISPUTES AND COMPLAINTS

1. **Initial Resolution:** If you have a complaint regarding the Provider's services, please contact us. We will direct you to the Provider's complaints handling procedures if the issue relates to their work.
2. **Alternative Dispute Resolution (ADR):** If the Provider is a member of a recognized trade association or the British Association of Removers (BAR), unresolved disputes may be referred to their ADR scheme. We will provide details on request.

2. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date.

3. We exclude all liability for consequential, special or indirect damages, loss of profits, opportunity cost of loss and liquidated damages.

4. We cap our overall liability at £10,000.

5. We warrant a performance standard no greater than reasonable care and skill.

Legal Proceedings: This agreement does not limit your right to bring claims in the courts as set out below.

SUBCONTRACTING

We reserve the right to reassign your booking to another suitable Provider if necessary. All terms and conditions continue to apply.

EVENTS OUTSIDE OUR CONTROL

Neither we nor the Provider are liable for delays or inability to perform due to events beyond reasonable control (e.g., extreme weather, strikes, civil unrest).

TRANSFER OF RIGHTS

We may transfer our rights and obligations under these terms to another organization. We will always notify you in writing and ensure no adverse effect on your rights.

You may not transfer your rights under these terms without our written consent.

SEVERABILITY

If a court finds any part of this agreement illegal or unenforceable, the rest shall remain in full force and effect.

WAIVER

If we delay enforcing our rights under these terms, it does not mean we waive these rights.

GOVERNING LAW AND JURISDICTION

These terms are governed by English law. You can bring legal proceedings in respect of these services in the English courts. If you reside in Scotland, you may bring proceedings in either Scottish or English courts. If you live in Northern Ireland, you may bring proceedings in Northern Irish or English courts.

CUSTOMER ACCEPTANCE

By proceeding with your booking, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

We only provide indemnities in respect to intellectual property rights, data protection, confidentiality, death, bodily injury or property damage.

You understand that Homemove's liability stops at the provision of selecting and booking the provider and that you will enter either formally or informally into a service agreement

between the service provider and yourself and that you will be responsible for assessing suitability for your needs from a liability perspective and a rating perspective.

Our service providers will handle your data under their own data protection policies and you should review them upon instruction.

GENERAL

1. If you would like to discuss our services with us or you wish to make a complaint, please contact us by email at bookings@homemove.com or by calling us on 0333 050 2000. A copy of our Complaint Handling Procedure is available on request and if the complaint is specific to a partner, we will direct you to their complaints handling procedures.

2. If we have to contact you we will do so by phone call, SMS or email using the contact details provided to us.

3. You must be 18 or over to accept these terms and use our services.

4. We are not responsible for events outside of our control. If provision of services is delayed by an event outside of Providers control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any removal services you have paid for but not received.

5. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

6. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

7. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9. Even if we delay in enforcing this contract, we can still enforce it later.

10. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts



**Questions?
Contact us.**

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